# Medical Cr of LA at NO-Charity BIDS WILL BE PUBLICLY OPENED: July 15,2011 02:00 PM VENDOR NO. SOLICITATION : 009665 Sciences Return Bid in Envelope/Labels Provided to: Center OPENING DATE : 07/15/2011 Purchasing Department Purchasing Department PO BOX 53455 New Orleans LA 70153-3455 BUYER : Hicks, Sharleen L BUYER PHONE : 504/903-5131 DATE ISSUED : 06/13/2011 REQ. NO : 0078235 FISCAL YEAR : 2012 COURIER SERVICE 6-28997-12 INSTRUCTIONS TO BIDDERS 1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS. 2. FILL IN ALL BLANK SPACES. 3. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALIZED BY THE BIDDER. 4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR "C.O.D." REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF PROPERLY EXECUTED INVOICE OR DELIVERY, WHICHEVER IS LATER. . CASH DISCOUNTS FOR LESS THAN 30 DAYS 5. SPECIFY YOUR PAYMENT TERMS: OR LESS THAN 1% WILL BE ACCEPTED, BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS BY SIGNING THIS BID, THE BIDDER CERTIFIES: \* THAT NEITHER THIS BUSINESS ENTITY NOR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS IS CURRENTLY LISTED AS EXCLUDED OR SANCTIONED BY EITHER THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, OFFICE OF INSPECTOR GENERAL (OIG) OR THE GENERAL SERVICES ADMINISTRATION (GSA). \* THAT IF THIS BUSINESS ENTITY OR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS APPEAR ON EITHER LISTING, MY BID WILL BE REJECTED. \* THAT IF AT ANY TIME DURING THE TERM OF THE CONTRACT AWARDED AS A RESULT OF THIS INVITATION TO BID, THIS ENTITY OR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS APPEARS ON EITHER LISTING, MY COMPANY WILL NOTIFY THE CONTRACTING AGENCY, AND THE CONTRACT WILL BE TERMINATED. THE CONTRACTING AGENCY WILL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM SAID TERMINATION. THE BIDDER FURTHER CERTIFIES: \* COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS, AND SPECIFICATIONS. \* THIS BID IS MADE WITHOUT COLLUSION OR FRAUD. \* THAT ALL TAXES DULY ASSESSED BY THE STATE OF LOUISIANA AND IT'S SUBDIVISIONS, INCLUDING FRANCHISE TAXES, PRIVILEGE TAXES, SALES TAXES AND ALL OTHER TAXES FOR WHICH THE FIRM IS LIABLE HAVE BEEN PAID. \* THAT IF MY BID IS ACCEPTED WITHIN DAYS FROM BID CLOSING TIME, MY FIRM WILL FURNISH ANY OR ALL OF THE ITEMS (OR SECTIONS) AT THE PRICE OPPOSITE EACH ITEM (OR SECTION). \* DELIVERY WILL BE MADE WITHIN \_\_\_\_\_ DAYS AFTER RECEIPT OF ORDER. VENDOR PHONE NUMBER: TITLE DATE FAX NUMBER:

NAME OF BIDDER

(TYPED OR PRINTED)

SIGNATURE OF AUTHORIZED BIDDER

(MUST BE SIGNED)

STANDARD TERMS & CONDITIONS	Page 2 of 13
NUMBER : 009665 OPEN DATE : 07/15/2011 TIME: 02:00 PM	BIDDER:

- 6. DESIRED DELIVERY: 10 DAYS ARO, UNLESS SPECIFIED ELSEWHERE
- 7. TO ASSURE CONSIDERATION, ALL BIDS SHOULD BE SUBMITTED IN THE SPECIAL ENVELOPE, OR USE BID LABEL IF FURNISHED FOR THAT PURPOSE. IN THE EVENT YOUR BID CONTAINS BULKY SUBJECT MATERIAL, THE SPECIAL BID ENVELOPE SHOULD BE FIRMLY AFFIXED TO THE MAILING ENVELOPE.
- 8. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT
  NOT LIMITED TO L.R.S. 39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS;
  STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED IN THIS
  SOLICITATION.
- 9. IMPORTANT: THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.31).
- 10.INQUIRIES: ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE NUMBER AND ADDRESS SHOWN ABOVE.
- 11.BID FORMS: ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, SHOULD BE SUBMITTED ON, AND IN ACCORDANCE WITH FORMS PROVIDED, PROPERLY SIGNED (SEE #31). BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED.
- 12.STANDARDS OR QUALITY. ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFORMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS/HER BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.
- 13.DESCRIPTIVE INFORMATION. BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID, INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR LSUHSC TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATION SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEMS(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFU BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.
- 14.BID OPENING. BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING LSUHSC DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.
- 15.AWARDS. AWARD WILL BE MADE TO THE LOWEST RESPONSIBLE AND RESPONSIVE BIDDER. LSUHSC RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUP, OR IN TOTAL, AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.
- 16.PRICES. UNLESS OTHERWISE SPECIFIED BY LSUHSC IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH.

STANDARD T	ERMS & CONDITIO	ONS		Page	3	of	13
NUMBER OPEN DATE	: 009665 : 07/15/2011	TIME:	02:00 PM	BIDDER:			

BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.

- 17.DELIVERIES. BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION.
- 18.TAXES. VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. LSUHSC AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL
  SALES AND USE TAXES.
- 19.NEW PRODUCTS. UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.
- 20.CONTRACT CANCELLATION. THE STATE OF LOUISIANA HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE INCLUDING BUT NOT LIMITED TO THE FOLLOWING: (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; (3) MISREPRESENTATION BY THE CONTRACTOR; (4) FRAUD, COLLUSION CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE; (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (6) ANY OTHER BREACH OF CONTRACT.
- 21.DEFAULT OF CONTRACT. FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT. WHERE THE UNIVERSITY HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE UNIVERSITY RESERVES THE RIGHT TO PURCHASE AN OR ALL PRODUCTS OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.
- 22.ORDER OF PRIORITY. IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPEICAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.
- 23.APPLICABLE LAW. ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.
- 24.EQUAL OPPORTUNITY. BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES THAT HE/SHE WILL NOT DISCRIMINATE IN THE RENDERING OF SERVICES TO AND/OR EMPLOYMENT OF INDIVIDUALS BECAUSE OF RACE, COLOR, RELIGION, SEX, AGE, NATIONAL ORIGIN, HANDICAP, DISABILITY, VETERAN STATUS, OR ANY OTHER NON-MERIT FACTOR.
- 25.SPECIAL ACCOMMODATIONS. ANY "QUALIFIED INDIVIDUAL WITH DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED

  A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF

  THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID

  OPENING.
- 26.IDEMNITY. CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO IDEMNIFY, AND HOLD HARMLESS, LSUHSC, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR,

STANDARD TERMS & CONDITIONS	Page 4 of 13
NUMBER : 009665 OPEN DATE : 07/15/2011 TIME: 02:00 PM	BIDDER:
EXTENT OF THE FAULT OF THE CONTRACTOR THE CONTRACTOR SHALL HAVE NO OBLIGAT ACTION FROM BODILY INJURY, DEATH OR UNIVERSITY, ITS OFFICERS, ITS AGENTS 27.INTERPRETATION OF DOCUMENT: ANY INT BE MADE BY AN ADDENDUM ISSUED IN WRI BE MAILED OR DELIVERED TO EACH PERSO QUOTATION DOCUMENTS. LSUHSC WILL NO INTERPRETATION OF THE DOCUMENTS. 28.ACCEPTANCE OF BID: ONLY THE ISSUANC ACCEPTANCE ON THE PART OF LSUHSC. 29.ADHERENCE TO JCAHO STANDARDS: WHERE COMMISSION ON ACCREDITATION OF HEALT SUBCONTRACTORS, AND VENDORS AGREE TO COMMISSION. 30.PREFERENCE: IN ACCORDANCE WITH LOUI ALLOWED FOR PRODUCTS MANUFACTURED, P QUALITY. DO YOU CLAIM THIS PREFEREN SPECIFY THE LINE NUMBER (S) SPECIFY LOCATION WITHIN LOUISIANA WH GROWN OR ASSEMBLED (NOTE: IF MORE SPACE IS REQUIRED, II	TERPRETATION OF THE BID OR QUOTATION DOCUMENT WILL ONLY TING BY THE PURCHASING DEPARTMENT. SUCH ADDENDUM WILL IN RECEIVING A SET OF THE ORIGINAL BID OR IT BE RESPONSIBLE FOR ANY OTHER EXPLANATION OR IT BE OF A PURCHASE ORDER OR A SIGNED CONTRACT CONSTITUTES IT APPLICABLE, LSUHSC IS ACCREDITED BY THE JOINT HCARE ORGANIZATIONS AND AS SUCH ALL CONTRACTORS, ADHERE TO THE APPLICABLE STANDARDS PROMULGATED BY THE SIANA REVISED STATUTES 39:1595, A PREFERENCE MAY BE RODUCED, GROWN, OR ASSEMBLED IN LOUISIANA OF EQUAL CE? YES NO
COMPRISED OF LOUISIANA RESIDENTS? YE FAILURE TO SPECIFY ABOVE INFORMATION PREFERENCES SHALL NOT APPLY TO SERVICE STATEMENTS. IN ACCORDANCE OF BID MUST BE:  31.1.A CURRENT CORPORATE OFFICER, PAIR	FIFTY PERCENT (50%) OF YOUR LOUISIANA WORKFORCE IS  ES NO MAY CAUSE ELIMINATION FROM PREFERENCES.
SECRETARY OF STATE; OR  31.2.AN INDIVIDUAL AUTHORIZED TO BINI RESOLUTION, CERTIFICATE OR AFFIL  31.3.AN INDIVIDUAL LISTED ON THE STATE EXECUTE BIDS. BY SIGNING THE BI  32. CODE OF CONDUCT  32.1.THE CODE OF CONDUCT OF THE LSU F (HCSD) PROVIDES THE GUIDING STANDARDS F HCSD. ALTHOUGH THE CODE CAN NEITHER OF VARIED ACTIVITIES, NOR SUBSTITUTE FOR CO INTEGRITY; IT IS THE DUTY OF EACH OFFICE	THE VENDOR AS REFLECTED BY AN ACCOMPANYING CORPORATE

STANDARD T	ERMS & CONDITIO	ONS			Page 5	of	13
NUMBER OPEN DATE	: 009665 : 07/15/2011	TIME:	02:00 PM	BIDDER:			

FORTH HEREIN. ALL PERSONNEL OF THE HCSD ARE SUBJECT TO AND SHALL COMPLY WITH THE TERMS OF THIS CODE OF CONDUCT.

- 32.2.HCSD PERSONNEL, AS DEFINED ABOVE, SHALL COMPLY WITH ALL APPLICABLE STATE AND FEDERAL LAWS, REGULATIONS, AND HCSD POLICIES. THIS INCLUDES, BUT IS NOT LIMITED TO, COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA) PERTAINING TO PRIVACY AND INFORMATION SECURITY, AS WELL AS, THE DEFICIT REDUCTION ACT OF 2005 PERTAINING TO THE DETECTION AND PREVENTION OF FRAUD WASTE AND ABUSE AND RIGHTS OF EMPLOYEES TO BE PROTECTED AS WHISTLEBLOWERS UNDER THE FALSE CLAIMS ACT.
- 32.3.HCSD PERSONNEL SHALL CONDUCT ALL ACTIVITIES IN ACCORDANCE WITH THE HIGHEST ETHICAL STANDARDS OF THE STATE, THE COMMUNITY, AND THEIR RESPECTIVE PROFESSIONS, IN A MANNER THAT UPHOLDS HCSD'S REPUTATION AND STANDING.
- 32.4.HCSD PERSONNEL HAVE A DUTY TO AVOID CONFLICTS OF INTEREST AND MAY NOT USE THEIR POSITIONS OR AFFILIATION WITH THE HCSD FOR PERSONAL BENEFIT.
- 32.5.HCSD PERSONNEL SHALL STRIVE TO ATTAIN THE HIGHEST STANDARD OF PATIENT CARE AS STATED IN THE HCSD MISSION.
- 32.6.THE HCSD SHALL PROVIDE EQUAL OPPORTUNITY AND PERSONNEL SHALL RESPECT THE DIGNITY OF ALL PATIENTS AND PERSONNEL.
- 32.7.HCSD PERSONNEL MUST UPHOLD THE HIGHEST MORAL AND ETHICAL STANDARDS IN EDUCATION OF HEALTH PROFESSIONALS AND HEALTH RELATED RESEARCH.
- 32.8.HCSD PERSONNEL SHALL MAINTAIN PROPER ACCURATE AND COMPLETE RECORDS AND A RELATIONSHIP OF INTEGRITY WITH ALL PAYOR SOURCES.
- 32.9.ALL BUSINESS PRACTICES OF THE HCSD AND ITS PERSONNEL SHALL BE CONDUCTED WITH HONESTY AND INTEGRITY.
  - 32.10.HCSD SHALL HAVE PROPER REGARD FOR HEALTH AND SAFETY FOR ITS PERSONNEL AND PATIENTS.
- 32.11.THE CODE OF CONDUCT IS THE FUNDAMENTAL BASIS FOR THE OPERATION AND ACTIVITIES OF THE HCSD.
- 32.12.HOW TO REPORT A SUSPECTED VIOLATION OF THE CODE A SUSPECTED VIOLATION OF THE CODE OF CONDUCT MAY BE REPORTED WITH ALL PERTINENT INFORMATION TO YOUR IMMEDIATE SUPERVISOR. SUCH MATTERS MAY ALSO BE REPORTED DIRECTLY TO THE COMPLIANCE DEPARTMENT. IN EITHER CASE, THIS REPORTING MAY BE DONE WITHOUT FEAR OF RETALIATION.

HCSD COMPLIANCE OFFICE 225-922-0572

COMPLIANCE ACCESS LINE AT 1- 800-735-1185.

- 32.13.REPORTS TO THE COMPLIANCE OFFICE OR ACCESS LINE MAY BE ANONYMOUS AND WILL BE MAINTAINED ON A CONFIDENTIAL BASIS AS ALLOWED BY LAW.
- 32.14. VIEW THE ENTIRE HCSD CODE OF CONDUCT AT

HTTP://www.LSUHOSPITALS.ORG/POLICIES/PUBLIC/DEFAULT.ASP FROM THE RIGHT SIDE OF THE PAGE CLICK ON 8500 COMPLIANCE AND THEN 8501-07 CODE OF CONDUCT.

- 33. CORPORATE BUSINESS INTEREST
- 33.1.ALL VENDORS AND/OR BIDDERS SHALL BE REQUIRED TO PROVIDE INFORMATION REGARDING VENDOR AND/OR BIDDER'S BUSINESS STRUCTURE, MEMBERS, OR THOSE WITH A FINANCIAL INTEREST IN VENDOR AND/OR BIDDER'S BUSINESS SHOULD THAT INFORMATION BE REQUESTED BY LSUHCSD.

  ANY FAILURE BY VENDOR AND/OR BIDDER TO PROVIDE THE REQUESTED INFORMATION MAY BE CAUSE TO TERMINATE THE CONTRACT OR TO CONSIDER THE BID AS NONRESPONSIVE. THIS INFORMATION

STANDARD TERMS & CONDITIONS	Page 6 of 13
NUMBER : 009665 OPEN DATE : 07/15/2011 TIME: 02:00 PM	BIDDER:

SHOULD BE SUBMITTED WITH BID; IF NOT SUBMITTED WITH BID, IT MUST BE SUBMITTED WITHIN 3 DAYS OF REQUEST OR BID MAY BE REJECTED. ADDITIONALLY, VENDOR AND/OR BIDDER SHALL UPDATE THIS INFORMATION SHOULD THERE BE ANY CHANGE IN THE CORPORATE STRUCTURE AND/OR OWNERSHIP OF VENDOR AND/OR BIDDER'S COMPANY.

- 33.2.VENDORS AND/OR BIDDERS SHALL DO THEIR BEST TO PREVENT ANY CONFLICTED RELATIONSHIPS OR CONFLICTS OF INTEREST WITH LSUHCSD PERSONNEL IN CONNECTION WITH THIS BID.
  FURTHER, VENDORS AND/OR BIDDERS SHALL NOT USE ANY EXISTING CONFLICTED PERSONAL RELATIONSHIPS WITH LSUHCSD PERSONNEL AS AN ADVANTAGE IN THE BID OF AND/OR AWARD OF THIS CONTRACT.
- 33.3.THE CODE OF CONDUCT CONTAINED IN THE INVITATION TO BID SHALL BE APPLICABLE TO VENDOR AND/OR BIDDER, ITS EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, AND THEIR EMPLOYEES AS IF THEY WERE EMPLOYEES OF LSUHCSD.

WHEN APPLICABLE, AND IF NECESSARY TO COMPLY WITH THE HIPAA PRIVACY RULE, THE SUCCESSFUL VENDOR WILL BE REQUIRED TO EXECUTE OUR BUSINESS ASSOCIATE ADDENDUM, WHICH MUST BE RETURNED WITHIN TEN (10) DAYS AFTER REQUEST, WHEN REQUESTED. A SAMPLE OF OUR CURRENT BUSINESS ASSOCIATE ADDENDUM CAN BE FOUND ON THE HCSD WEB SITE AT: HTTP://WEBDEV.LSUHSC.EDU/HCSD/HIPAA/.

SPECIAL TEF	MS & CONDITIONS	\$			Page 7	of	13
NUMBER OPEN DATE	: 009665 : 07/15/2011	TIME:	02:00 PM	BIDDER:			

AWARD TO BE MADE ON AN ALL-OR-NONE BASIS.

WHEN APPLICABLE, AND IF NECESSARY TO COMPLY WITH THE HIPAA PRIVACY RULE, THE SUCCESSFUL VENDOR WILL BE REQUIRED TO EXECUTE OUR BUSINESS ASSOCIATE ADDENDUM, WHICH MUST BE RETURNED WITHIN TEN (10) DAYS AFTER REQUEST, WHEN REQUESTED. A SAMPLE OF OUR CURRENT BUSINESS ASSOCIATE ADDENDUM CAN BE FOUND ON THE HCSD WEB SITE AT: http://webdev.lsuhsc.edu/hcsd/hipaa/.

INSURANCE REQUIREMENTS: (Revised September 20, 2004)

CONTRACTOR'S LIABILITY INSURANCE

PROOF OF INSURANCE SHOULD BE SUPPLIED WITH THE BID AND WILL BE REQUIRED BEFORE WORK CAN COMMENCE.

INSURANCE COVERAGE SPECIFIED BELOW SHALL BE FURNISHED WITH THE FOLLOWING MINIMUM LIMITS:

WORKERS' COMPENSATION INSURANCE: THE CONTRACTOR AND SUBCONTRACTORS SHALL TAKE AND MAINTAIN DURING THE LIFE OF THE CONTRACT WORKERS' COMPENSATION INSURANCE FOR ALL OF THEIR EMPLOYEES EMPLOYED AT THE SITE OF THE PROJECT. IN CASE ANY CLASS OF EMPLOYEES ENGAGED IN HAZARDOUS WORK UNDER THE WORKERS' COMPENSATION STATUTE, THE CONTRACTOR AND SUBCONTRACTOR SHALL PROVIDE EMPLOYER'S LIABILITY INSURANCE FOR THE PROTECTION OF THEIR EMPLOYEES NOT OTHERWISE PROTECTED.

PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE: COMPREHENSIVE PUBLIC GENERAL LIABILITY INSURANCE, INCLUDING BUT NOT LIMITED TO BODILY INJURY, PROPERTY DAMAGE, CONTRACTUAL LIABILITY, PRODUCTS LIABILITY, COMPLETED OPERATIONS AND OWNER'S PROTECTIVE LIABILITY WITH COMBINED SINGLE LIMITS OF \$500,000 PER OCCURRENCE WITH A MINIMUM AGGREGATE OF \$1,000,000.

LICENSED AND NON-LICENSED MOTOR VEHICLES: THE CONTRACTOR SHALL TAKE OUT AND MAINTAIN DURING THE LIFE OF THE CONTRACT, AUTOMOBILE PUBLIC LIABILITY INSURANCE IN AN AMOUNT NOT LESS THAN COMBINED SINGLE LIMITS OF \$500,000 PER OCCURRENCE FOR BODILY INJURY/PROPERTY DAMAGE. IF ANY NON-LICENSED MOTOR VEHICLES ARE ENGAGED IN OPERATIONS WITHIN THE TERMS OF THE CONTRACT ON THE SITE OF THE WORK TO PERFORM THEREUNDER, SUCH INSURANCE SHALL COVER THE USE OF ALL SUCH MOTOR VEHICLES ENGAGED IN OPERATING WITHIN THE TERMS OF THE CONTRACT ON THE SITE OF THE WORK TO BE PERFORMED THEREUNDER, UNLESS SUCH COVERAGE IS INCLUDED IN THE INSURANCE SPECIFIED.

THE QUANTITIES LISTED ARE ESTIMATED TO BE THE AMOUNT NEEDED. IN THE EVENT A GREATER OR LESSER QUANTITY IS NEEDED, THE RIGHT IS RESERVED BY LSUHSC TO INCREASE OR DECREASE THE AMOUNT, AT THE UNIT PRICE STATED IN THE BID.

AT THE OPTION OF LSUHSC AND ACCEPTANCE BY THE CONTRACTOR, THIS CONTRACT MAY BE EXTENDED FOR ADDITIONAL PERIODS AT THE SAME PRICE, TERMS AND CONDITIONS. CONTRACT NOT TO EXCEED THIRTY-SIX (36) MONTHS.

SUBMITTAL OF ANY TERMS AND CONDITIONS CONTRARY TO THOSE OF LSUHSC MAY CAUSE YOUR BID TO BE REJECTED. BY SIGNING BELOW, TERMS AND CONDITIONS WHICH MAY BE INCLUDED IN YOUR BID ARE NULLIFIED, AND CONTRACTOR AGREES THAT THIS CONTRACT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.

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SPECIAL TERMS & CONDITIONS	Page 8 of 13
NUMBER : 009665 OPEN DATE : 07/15/2011 TIME: 02:00 PM	BIDDER:
LSUHSC THIRTY (30) DAYS BEFORE DISCONTINUANCE LSUHSC RESERVES THE RIGHT TO CANCEL THIS CONTINUED THE VENDOR UNDERSTANDS AND AGREES THAT THE SELECTION OF A SEPARATE IN WHOSE PURCHASING ORGANIZATION UPON LSUHSC DETERMINED BEST INTEREST.  INVOICES WILL BE SUBMITTED BY THE CONTRACTOR THE DELIVERY TICKET NUMBER, DELIVERY DATE, IN AND DELIVERY POINT. A SEPARATE INVOICE FOR BY THE CONTRACTOR IN DUPLICATE DIRECTLY TO TO INVOICES SHALL SHOW THE AMOUNT OF ANY CASH INVOICE FORM.  * A MANDATORY PRE-BID CONFERENCE WILL BE HELD	NTRACT WITH THIRTY (30) DAYS WRITTEN NOTICE.  SPECIFIED USAGE IS A NON-BINDING ESTIMATE AND THAT  LE OR IN PART THE SPECIFIED PRODUCTS FROM A GROUP  NATION THAT SUCH ALTERNATIVE PROCUREMENT IS IN LSUHSC'S  R TO THE USING AGENCY AND THE INVOICE SHALL REFER TO  PURCHASE/RELEASE ORDER NUMBER. QUANTITY, UNIT PRICE,  EACH ORDER DELIVERED AND ACCEPTED SHALL BE SUBMITTED  THE ACCOUNTING DEPARTMENT OF THE USING AGENCY.  DISCOUNT AND SHALL BE SUBMITTED ON THE CONTRACTOR'S OWN  D ON FRIDAY, JUNE 24, 2011 AT 11:00 AM. THIS CONFERENCE  S, LA 70112, ROOM 108. FOR DIRECTIONS YOU MAY CONTACT
VENDOR'S COMPANY NAME	HOSPITAL'S NAME
VENDOR'S SIGNATURE AGENCY FILE #6-15592-11	HOSPITAL SIGNATURE

PRICE SHEET	Page 9 of 13
NUMBER : 009665	BIDDER:
OPEN DATE : 07/15/2011 TIME: 02:00 PM	
UNLESS SPECIFIED ELSEWHERE SHIP TO:	

2026 Gravier Street New Orleans LA 70112

Line	Description			Unit Price	Extended Amount
No.	Laboratory: Routine pickup and delivery, Monday through Friday, excluding HCSD holidays, HOP 10:30 am, 2:30 pm & 4:30 pm and OB/GYN 10:50 am, 1:00 pm & 14:50 pm. All	520.00	ТСН		
2	specimens to be delivered to UH Lab no later than 11 am and 3 pm  Specify brand, model bid(if applicable)  Sterile Processing: Scheduled pickup of dental instruments 5 days/week, Monday through Friday, excluding holidays, from HOP Dental Clinic, no later than 10:30 am to deliver to UH Sterile Processing Dept	400.00	тсн		
3	Specify brand, model bid(if applicable)  Sterile Processing: On-call pickup of sterile dental instruments, 5 days/week, Monday through Friday, excluding holidays, from UH Sterile Processing to HOP Dental Clinic	400.00	ТСН		
4	Specify brand, model bid(if applicable)  LSU Infectious Disease Department: On-call pickups, 5 days/week, Monday through Friday, excluding holidays, of specimens from either HOP: Outpatient Clinics, OB/GYN or all with delivery to LSU Infectious Diseases Dept	260.00	тсн		
5	Specify brand, model bid(if applicable)  Pharmacy: On-call pickup, 7 days/week, including holidays for the pickup of pharmaceuticals from either:	650.00	TCH		

PRICE SHEET	•				Page 10 of 13
NUMBER	: 009665			BIDDER:	
OPEN DATE	: 07/15/2011	TIME:	02:00 PM		
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2026 Gravier Street New Orleans LA 70112

Line	Description			Unit Price	Extended Amount
No.	Specify brand, model bid(if applicable)				
	East Jefferson General Hospital, West Jefferson General Hospital,				
б	Tulane-Lakeside Hospital, Tulane Hospital, Touro Infirmary, Children's Hospital, Ochsner Hospital, Kenner Regional, and Meadowcrest Hospital to the UH Pharmacy Surgery Department: On-call pickup, 7 days/week, including holidays for the pickup of surgical instruments and/or supplies and delivery to the UH operating rooms from any or all of the following:	150.00	тсн		
	Specify brand, model bid(if applicable)				
7	East Jefferson General Hospital, West Jefferson General Hospital, Tulane-Lakeside Hospital, Tulane Hospital, Touro Infirmary, Children's Hospital, Ochsner Hospital, Kenner Regional, and Meadowcrest Hospital Laboratory & Respiratory Departments: On-call pickup 7 days/week, excluding HCSD holidays, for the transport of blood and/or blood gases from the Hyberbaric Unit, 1400 Poydras St to the UH Lab and/or the UH Respiratory Department	150.00	тсн		
8	Specify brand, model bid(if applicable)  Laboratory: Scheduled pickup at	520.00	TCH	THE PROPERTY OF THE PROPERTY O	
	DePaul with delivery to UH Lab, Monday through Friday, twice daily, 7:00 am and 2:00 pm		**************************************		
	Specify brand, model bid(if applicable)		ACALLEMAN AND AC		
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PRICE SHEET					Page 11	of	
NUMBER	: 009665			BIDDER:			
<b>OPEN DATE</b>	: 07/15/2011	TIME:	02:00 PM				

2026 Gravier Street New Orleans LA 70112

UNLESS SPECIFIED ELSEWHERE SHIP TO:

Line	Description			Unit Price	Extended Amou
No.					
9	Laboratory: On-call pickup Monday through Sunday, including holidays, at DePaul with delivery to UH Lab	400.00	TCH		
	Specify brand, model bid(if applicable)				
10	Sterile Processing: Scheduled pickup(s) Monday through Friday, excluding holidays, from LB Landry Clinic in Algiers and transport to UH Sterile Processing.	650.00	TCH		
	Specify brand, model bid(if applicable)				
11	Scheduled pickup(s) from UH Sterile Processing to LB Landry Clinic in Algiers, Monday through Friday, excluding HCSD holidays Laboratory: Scheduled pickup(s) between 3:45 and 4:00 pm, Monday through Friday, excluding HCSD holidays, at the LB Landry Clinic in Algiers and transport to UH Lab	650.00	тсн		
	Specify brand, model bid(if applicable)				
12	Laboratory: Scheduled pickup(s) between 3:45 and 4:00 pm, Monday through Friday, excluding HCSD holidays, at the O'Perry Walker Clinic and transport to UH Lab	650.00	тсн		
	Specify brand, model bid(if applicable)				
13	Sterile Processing: On-call pickup Monday through Friday, excluding holidays, at the Covenant House and St Anna's for sterile processing and transport to UH Hospital Sterile Processing	400.0d	TCH		

PRICE SHEET	•					Page 12	
NUMBER	:	009665			BIDDER:		 
OPEN DATE	:	07/15/2011	TIME:	02:00 PM			

2026 Gravier Street New Orleans LA 70112

UNLESS SPECIFIED ELSEWHERE SHIP TO:

Line No.	Description			Unit Price	Extended Amou
NO.	Specify brand, model bid(if applicable)				
14	Laboratory: Seven (7) pickups and deliveries per day Monday through Friday, at the following times: 7:30	1,560.00	тсн		
	am, 8:00 am, 9:00 am, 10:00 am, 11:00 am, 1:00 pm and 4:00 pm at the Poydras Clinic (Lord and Taylor) and transport to UH Lab				
	Specify brand, model bid(if applicable)				
15	Laboratory: On-call pickups, Monday through Friday, from Poydras Clinic (Lord & Taylor) and transport to UH Lab	400.00	TCH		
	Specify brand, model bid(if applicable)		ASSISTANT		
L6	Laboratory: On-call pickup(s) from any of the clinics located at O'Perry Walker and LB Landry with delivery to UH Lab	200.00	тсн		
	Specify brand, model bid(if applicable)				
L7	Laboratory: On-call pickups at UH Lab and UMOB Surgical Pathology and transport to Tulane Medical Center Laboratory.	100.00	TCH		
	Specify brand, model bid(if applicable)	***		The state of the s	
. 8	Laboratory: On-call pickup from HOP or OB/GYN, Monday through Friday, excluding HCSD holidays and transport to UH Lab.	100.00	ТСН		***************************************
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PRICE SHEET	•			Page 13 of 13
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2026 Gravier Street New Orleans LA 70112

Lin No.	Description			Unit Price	Extended Amount
	Specify brand, model bid(if applicable)				
19	Sterile Processing: On-call pickup and/or delivery Monday through	800.00	тсн		
20	Friday, excluding HCSD holidays:  Specify brand, model bid(if applicable)  at the Eye and Podiatry Clinics at Poydras (Lord & Taylor) and Podiatry Clinic at LB Landry Clinic in Algiers and transport to UH Sterile Processing Laboratory: Scheduled pickup(s) from NOFHA (New Orleans Faith Health Alliance) Clinic on Tuesday through Friday at 10:45 am and 6:00 pm and on Saturday at 1:30 pm to transport to UH Lab.	100.00	тсн		
21	Laboratory: On-call pickup(s) Tuesday through Saturday from NOFHA (New Orleans Faith Health Alliance) Clinic to transport to UH Lab.  Specify brand, model bid(if applicable)	100.00	тсн		

# Specifications for Courier Services for Interim LSU Hospital (ILH) / Medical Center of Louisiana (MCL)

#### 1. Introduction:

- 1.1 ILH/MCL comprises the hospital, 2021 Perdido St.; 1400 Poydras; HOP Clinic, 136 S. Roman St.; OBGYN clinic, 2100 Perdido St.; UMOB, 2025 Gravier; DePaul Campus, 1040 Calhoun; school/community-based clinics and any auxiliary buildings in which medical care may be delivered. ILH/MCL may open up additional sites for medical care as the need arises and locations found. It is the intent of this contract to be able to add these additional sites for service as they become operational during the term of this contract.
- 1.2 ILH/MCL is seeking an exclusive contractor to provide both scheduled and unscheduled courier services for multiple departments at various locations of ILH/MCL to and from various locations in the greater New Orleans Metropolitan area.
- 1.3 For the purposes of this document, the terms vendor, contractor or contractor are interchangeable.

#### 2. Effective Date and Term:

2.1 This contract will be effective from date of award and will continue until June 30, 2014. At the option of ILH/MCL, and acceptance by the contractor, this contract may be extended for additional twelve (12) month periods, not to exceed sixty (60) months, according to the terms, conditions and prices specified herein. This contract may be terminated by either party upon giving thirty (30) days advance written notice to the other party but in no case shall continue beyond the specified termination date.

#### 3. Scope of Work:

3.1 Performance Standards

The contractor must:

- 3.1.1 Have Real-time dispatch visibility to drivers/equipment and tasks.
- 3.1.2 Provide online order entry and tracking of reports. Specifically, have the ability for designated individuals within each of the LSUHC locations to enter delivery requests for non-scheduled service and to track the delivery status via the online system.
- 3.1.3 Have the ability to maintain a constant temperature of sensitive items during transport.
- 3.1.4 Have the Information Systems capable of providing real-time support on driver updates/location, dispatching task assignments, and tracking of pickups/deliveries.
- 3.1.5 Provide a consolidated invoice to Customer for sums payable under this Agreement and shall keep full and accurate records and documentation to substantiate the amounts claimed in any invoice. The Invoice shall include a summary listing of all charges by time/date, by Department, by Caller, by department location and the total charge per location. Invoices shall also include the Proof of Delivery (POD) signature for each completed delivery. These records shall be made available to Customer at all times.

- 3.1.6 Provide certificate of training for staff/drivers to properly service medical deliveries (i.e., Blood Borne Pathogens, OSHA, and HIPAA).
- 3.1.7 Provide Monthly Reports that captures and analyzes data, to include but not limited to the following:
  - a. Number of Deliveries by time and date by Location by Department by Manager.
  - Number of pick-ups and deliveries by time and date by Location by Department by Manager that were late due to no fault of Customer. Provide explanation of each occurrence and actions taken to preclude recurrence.
  - c. Number of additional pick-ups and deliveries by time and date by location by Department by Manager that were added to existing scheduled deliveries.

### 3.2 Service Requirements

- 3.2.1 Contractor must have courier services available 24 hours a day, 7 days a week for both scheduled and unscheduled pick-up and drop-off of specimens, instruments, blood samples, paperwork, etc. at LSUHC hospital and various clinics, physician offices and other locations throughout the greater New Orleans area.
- 3.2.2 Contractor must have a minimum of two years experience transporting infectious, diagnostic, environmental or forensic specimens.
- 3.2.3 Contractor must provide a climate controlled environment to comply with the various specimen transporting guidelines requiring chest and refrigerator/cold pack coolers depending on test requested. Contractor must be able to document procedure used to maintain the following temperatures when transporting specimens,
  - a. Room temperature Samples: Between twenty (20) degrees Celsius and twenty (25) degrees Celsius
  - b. Refrigerated Samples: Between two (2) degrees Celsius and eight (8) degrees Celsius
  - C. Frozen Samples: Between minus 25 (-25) degrees Celsius and minus (-10) degrees Celsius
- 3.2.4 Contractor must submit the contingency plan for failure of cold storage.
- 3.2.5 The Contractor must provide training certificates/procedures for employees to properly transport and clean spilled diagnostic specimens and infectious substances.
- 3.2.6 Contractor's drivers must be insured, have valid Louisiana driver's licenses and uniformed with ID badges as well as bonded in the transportation of equipment and sensitive material.
- 3.2.7 Must have a signature log in an agreed upon format, in which the Contractor must document each location where samples were picked up and delivered.

- 3.2.8 The Contractor must be able to provide documentation of a security clearance for personnel involved in the handling of pharmaceuticals including background checks for employees delivering medications.
- 3.2.9 Contractor must have capability to implement barcode scanning on an as needed basis.
- 3.2.10 Contractor must provide proof of delivery verification using electronic or manual signature capture at each delivery point.
- 3.2.11 Contractor will be transporting patient samples and/or medical product or equipment as needed on an unscheduled and/or emergency basis between the various ILH/MCL locations and other New Orleans Metropolitan locations.

## 4. Locations and contact persons:

- 4.1 Each ILH/MCL site is responsible for appropriately packaging the specimens for transport and having specimens ready at the required time.
- 4.2 Interim LSU Hospital/MCL—UH Laboratory
  2021 Perdido Street
  4<sup>th</sup> Floor, Lab
  New Orleans, LA 70112
  Contacts Main Laby Pat Harrison at 003 3056

Contacts Main Lab: Pat Harrison at 903-3956 or Arianne Scott at 903-3948 Contacts Reference Lab (Sendouts): Julie Wascom at 903-3944/3897

- 4.3 Poydras Clinic (Lord and Taylor) 1400 Poydras Street Lab, Phlebotomy, 1<sup>st</sup> floor New Orleans, LA 70112 Contact: Arianne Scott at 903-3948
- 4.4 Poydras Clinic 1400 Poydras Street Hyperbaric Unit New Orleans, LA 70112 Contact: Keith Agnelly at 903-5081
- 4.5 LSU Behavioral Health DePaul Campus
   1040 Calhoun Street, 1<sup>st</sup> Floor
   New Orleans, LA 70118
   Contact: Andrea Adams, RN at 894-3572 or Kelly Lindner, RN at 894-3552
- 4.6 O'Perry Walker
   2832 General Meyer Avenue
   New Orleans, LA 70114
   Contact: Angela Robertson, NP, RN at 361-6360

#### 4.7 L. B. Landry

1200 L. B. Landry Street New Orleans, LA 70114

Contact: Kristy Mark at 308-3550

### 4.8 New Orleans Faith Health Alliance Clinic (NOFHA)

First Grace Methodist Church

3401 Canal Street

New Orleans, LA 70119

Contact: Mary Mackey, RN at 884-1491

# 4.9 University Medical Office Building (UMOB)

2025 Gravier Street

Surgical Pathology, 2<sup>nd</sup> Floor

Contact: Fran Gibbons at 903-2389

#### 4.10 Tulane Medical Center (TMC)

1415 Tulane Avenue

Laboratory, 2<sup>nd</sup> floor

Hematology specimens: Rm#2440—Contact: Collette Newton at 988-5790

Biopsies, including renal (kidney) biopsies: Rm#2440B— Contact: Veronica Margin

at 988-2430

#### 4.11 HIV Outpatient (HOP) Clinic

136 South Roman\*

Lab, Phlebotomy, 4th Floor

New Orleans, LA 70112

Contact: Bessie Givens at 903-7787 or Arianne Scott at 903-3948

\*This is the current address—plans for relocation in stages to 2235 Poydras Street, For

A period of time, pick-ups may occur at both locations until all units in current building are totally

relocated.

#### 4.12 HIV Outpatient (HOP) Clinic

2235 Poydras Street\*

Lab, Phlebotomy, Floor TBA

New Orleans, LA 70112

Contact: Bessie Givens at 903-7787 or Arianne Scott at 903-3948

\*This will be the new location—see 4.13

#### 4.13 OBGYN Clinic

2100 Perdido Street

Phlebotomy, 2<sup>nd</sup> Floor

New Orleans, LA 70112

Contact: Alicia Bently or Arianne Scott at 903-3948

# 5. Scheduled and Unscheduled Pickup/Delivery Times and Locations:

### **5.1 HIV Outpatient (HOP)** Clinic at 136 South Roman (Refer to items 4.13 and 4.14)

- 5.1.1 Routine pickup(s): Monday through Friday, excluding HCSD holidays at 10:30 am & 2:30 pm and delivery to UH Lab no later than 11am and 3 pm
- 5.1.2 On-call pickup(s): Monday through Friday, excluding HCSD holidays, deliver all specimens to UH Lab. Response time must be within 30 minutes of call.

- **5.2** Poydras (Lord & Taylor) Clinic at 1400 Poydras St., Phlebotomy, 1st Floor
  - 5.2.1 Scheduled pickup(s): Monday through Friday, excluding HCSD holidays, 8:00 am, 9:00 am, 10:00 am, 11:00 pm and 4:00 pm with delivery of all specimens to UH Lab.
  - 5.2.2 On-call pickup(s): Monday through Friday, excluding HCSD holidays with delivery of all specimens to UH Lab. Response time must be within 30 minutes of call.
- 5.3 Poydras (Lord & Taylor) Clinic at 1400 Poydras St, Hyperbarics, 1st Floor
  - 5.3.1 On-call pickup(s): Monday through Friday, excluding HCSD holidays with delivery of all specimens to UH Lab. Response time must be within 30 minutes of call.
- 5.4 LSU Behavioral Health DePaul Campus at 1040 Calhoun St, 1st Floor
  - 5.4.1 Scheduled pickup(s): Monday through Friday, excluding HCSD holidays, 7:00 am and 2:00 pm with delivery of all specimens to UH Lab
  - 5.4.2 On-call pickup(s): Monday through Friday, including HCSD holidays with delivery of all specimens to UH Lab. Response time must be within 30 minutes of call.
- **5.5 O'Perry Walker Clinic** at 2832 General Meyer Avenue
  - 5.5.1 Scheduled pickup(s): Monday through Friday, between 3:45 pm and 4:00 pm, excluding HCSD holidays, with delivery of all specimens to UH Lab
  - 5.5.2 On-call pickup(s): Monday through Friday, excluding HCSD holidays with delivery of all specimens to UH Lab. Response time must be within 30 minutes of call.
- 5.6 L B Landry Clinic at 1200 L. B. Landry St.
  - 5.6.1 Scheduled pickup(s): Monday through Friday, between 3:45 pm and 4:00 pm, excluding HCSD holidays, with delivery of all specimens to UH Lab
  - 5.6.2 On-call pickup(s): Monday through Friday, excluding HCSD holidays with delivery of all specimens to UH Lab. Response time must be within 30 minutes of call.
- **5.7 UH Lab** at 2021 Perdido St., 4<sup>th</sup> Floor **and UMOB Surgical Pathology** at 2020 Gravier St., 2<sup>nd</sup> Floor
  - 5.7.1 On-call pickup(s): Delivery of all specimens to Tulane Medical Center, at 1415 Tulane Ave, Laboratory, 2<sup>nd</sup> Floor. Response time must be within 30 minutes of call.
- **5.8 OBGYN Clinic** at 2100 Perdido St., Phlebotomy, 2<sup>nd</sup> Floor
  - 5.8.1 Routine pickup(s): Monday through Friday, excluding HCSD holidays at 10:50 am, 1:00 pm & 14:50 pm and delivery to UH Lab.

5.8.2 On-call pickup(s): Monday through Friday, excluding HCSD holidays, deliver all specimens to UH Lab. Response time must be within 30 minutes of call.

#### 6. Estimates of Quantity:

The quantities specified are estimations based on past experience. In the event a greater or lesser quantity is required, the right is reserved by ILH/MCL to increase or decrease the amount at the unit price stated in the bid.

# 7. Insurance Requirements:

- 7.1 Compensations insurance, public liability and property damage insurance, as outlined below, are required in this bid. Proof of insurance should be supplied with the bid and will be required before work can commence. Contractor's liability insurance: Insurance coverage specified below shall be furnished with the following minimum limits:
  - 7.1.1 Compensation insurance: the contractor and subcontractors shall take and maintain during the life of the contract workman's compensation insurance for all of their employees employed at the site of the project. In case any class of employees are engaged in hazardous work under the workman's compensation statue, the contractor and subcontractor shall provide employer's liability insurance for the protection of their employees not otherwise protected.
  - 7.1.2 Public liability and property damage insurance: comprehensive public general liability insurance, including but not limited to bodily injury, property damage, contractural liability, products liability, completed operations and owner's protective liability with combined single limits of \$500,000 per occurrence with a minimum aggregate of \$1,000,000.
  - 7.1.3 Licensed and non-licensed motor vehicles: the contractor shall take out and maintain during the life of the contract, automobile public liability insurance in an amount not less than combined single limits of \$500,000 per occurrence for bodily injury/property damage. If any non-licensed motor vehicles are engaged in operations within the terms of the contract on the site of the work to be performed thereunder, such insurance shall cover the use of all such motor vehicles engaged in operating within the terms of the contract on the site of the work to be performed thereunder, unless such coverage is included in the insurance specified.

#### 8. Notice Requirements:

Contact person and mailing address: contractor shall designate one or more persons responsible for contractor's work under this contract and shall provide to Joyce Majonos at 504-903-2277, the names, addresses, telephone and beeper numbers of such person or persons. This information is to be kept current at all times.

All correspondence and notices to ILH/MCL are to reference the purchase order number and shall be deemed effectively given when personally delivered or sent by certified mail, return receipt requested, addressed as follows:

1) As to ILH/MCL:

Purchasing Department ILH/MCLNO 2021 Perdido Street New Orleans, LA 70112

2) As to contractor:

Address on bid

#### 9. Status of contractor:

9.1 It is acknowledged by the contractor and ILH/MCL that contractor is an "independent contractor" and nothing in this invitation for bid and subsequent purchase order is intended nor shall be construed to create an employer/employee relationship, a joint venture relationship, or a lease or landlord/tenant relationship, or to allow ILH/MCL to exercise control or direction over the manner or method by which contractor performs its responsibilities under this contract. Contractor understands and agrees that for its employees who perform services on the premises of ILH/MCL remain employees of and under the control of contractor.

# 10. Payment Terms:

There will be no payment in advance. Vendor should e-mail invoice to Joyce Majonos, Medical Laboratory Director at ILH/MCL, <a href="majon@lsuhsc.edu">jmajon@lsuhsc.edu</a>. The invoice must conform to the purchase order in terms of unit price and quantity or vendor may experience substantial delays in payment. Purchase order number should appear on invoice. Payment will be made in thirty days of receipt of invoice and acceptance of job by MCL/ILH.

#### 11. Patient Confidentiality:

- 11.1 When applicable, and if necessary to comply with the HIPAA Privacy Rule, the successful vendor will be required to execute our Business Associate Addendum, which must be returned within ten (10) days after request, when requested. A sample of our current business associate addendum can be found on the HCSD web site at:

  <a href="http://www.lsuhsc.edu/hcsd/hipaa/Documents/BA">http://www.lsuhsc.edu/hcsd/hipaa/Documents/BA</a> Addendum TPBP.pdf
- All state property, materials and documents are to be left undisturbed and are not to be handled, read, or otherwise used by contractor and contractor's employees except in the performance of the contract. Contractor shall consider all documents confidential. Any disclosure of patient confidential information, documents, or removal of state property by contractor or contractor's employees shall be cause for immediate contract cancellation. Any liability, including but not limited to attorney's fees and court costs, arising from any action or suit brought against the State of Louisiana or ILH/MCL because of contractor's release of confidential patient/state information, documents, or property shall be borne by contractor.

# 12. Prices Quoted:

12.1 Prices quoted shall be complete so as to cover every cost, expense, fee or charge incurred by bidder in performance of the contract. No tax is applicable.

# 13. Length of time bids to remain valid:

13.1 Bids are to remain valid for a period of forty-five (45) days.